



ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY and PLEASE PRINT A COPY FOR YOUR RECORDS

As a participant in the Seaport TMA's Try Transit program, you understand that a third party will provide transportation and that neither your employer nor the Seaport TMA can be held responsible for the performance of the vendor. Participants assume full responsibility for any risk which may result from participation in the program. You must be at least 18 years of age to participate in the program.

The Seaport TMA does not make any assurances or certifications regarding the condition, suitability or safety of the vehicles being used by such transportation vendors, or the reliability or driving ability of operators.

The Seaport TMA assumes no responsibility for the accuracy, currency or reliability of the content of sites external to the Seaport TMA's website.

You agree to comply with all applicable laws and regulations when participating in the Try Transit Program, and you may only utilize the transportation provided thereunder for lawful purposes (e.g., no transfer of unlawful or hazardous materials). You will not in your use of the vehicles provided by the transportation vendors cause nuisance, annoyance, inconvenience or property damage, whether to the vendors or any other third party.

Waiver of Claims & Indemnification

The Seaport TMA takes no responsibility for any personal injuries, deaths, property damages, financial losses or other damages or losses that may result from the use of and participation in the Seaport TMA Try Transit program.

By participating in the Seaport TMA's Try Transit Program, you hereby agree to waive any and all claims that you have or may have in the future against the Seaport TMA and to release the organization from any and all liability for loss, damage, expense or injury including death that you, your next of kin or a third party may suffer as a result of your participation in or involvement in the Seaport TMA's Try Transit program. IN ADDITION, THE SEAPORT TMA SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, INJURY OR PROPERTY DAMAGE.

You hereby also agree to indemnify and hold harmless the Seaport TMA and its officers, directors, employees or agents from any and all liability and expenses (including attorneys fees) for personal injury, death, property damages and any other loss, and resulting claims or actions, arising from your participation in or involvement in the Seaport TMA Try Transit program.

Seaport Transportation Management Association

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Protection of Privacy Statement

The Seaport TMA will not sell, lease, or disclose personal information to private businesses, organizations, or individuals, unless required to do so by applicable law. A complete description of our privacy policy may be found at www.seaporttma.org/about/privacy/.

In order to participate in The Seaport TMA's Try Transit Program, you must indicate that you have read and understand this ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT by checking the first box on the online registration form titled: "I request to participate in the Seaport TMA's Try Transit Program. I have read the ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT."